



White Rabbit Creative Terms & Conditions

All services provided by White Rabbit Creative to the Client are subject to the following terms and conditions. These terms and conditions apply to all Projects.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understood, and accepted the Terms and Conditions of this Agreement, and agrees to be legally bound by these Terms and Conditions.

1. Acceptance

A copy of these terms and conditions must be signed by all new Clients at the time of submission of work to White Rabbit Creative, indicating agreement to and acceptance of these Terms and Conditions. Alternatively, payment of an advance fee or payment online is an acceptance of our terms and conditions. A copy of these terms and conditions are available upon request or via our website.

White Rabbit Creative reserves the right to withdraw from contract at any time prior to acceptance.

2. Charges

Charges for services to be provided by White Rabbit Creative are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. White Rabbit Creative reserves the right to provide a further quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require a non refundable, advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials. Charges for web and graphic design work do not cover the release of source psd, ai, or png files; if the Client requires these files, they will be subject to a separate quotation.

Logo designs are delivered in .ai, .eps, .psd, .jpg and .gif formats. Any additional formats requested by the Client may be subject to further charge.

Payment for services is due by cheque, bank transfer or via Paypal. All payments by Paypal will be subject to an additional 5% charge. Cheques should be made payable to White Rabbit Creative and sent to:

115 Hollyfast Road, Coundon, Coventry, CV6 2AE.

Bank details will be made available on invoices.

3. Client Review

White Rabbit Creative will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies White Rabbit Creative otherwise within fourteen (14) days of the date the materials are made available to the Client.

Any proofs or drafts sent by White Rabbit Creative to the Client will be deemed accepted and approved unless the Client notifies White Rabbit Creative within 30 days of the date the proofs or drafts are made available to the Client.

Upon completion of an agreed design the Client is asked to confirm in writing by email or postal mail that the design is signed off as complete and agrees that any further design alterations are chargeable.



4. Turnaround Time and Content Control

White Rabbit Creative will provide the Client with an expected completion date for the Project if requested. White Rabbit Creative will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided by any employee of White Rabbit Creative is purely an estimate.

During the project, White Rabbit Creative will require the Client to provide website content; text, images, movies and sound files. If content is not provided within four (4) weeks of an official request by email then White Rabbit Creative reserves the right to advise the Client of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the Client is considered to be in default of the commission, the project will be terminated and the Client sent the final invoice for immediate payment. White Rabbit Creative will agree, at its discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.

5. Payment

Invoices will be provided by White Rabbit Creative upon completion of the Project. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Payment is due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

White Rabbit Creative reserves the right to decline further work on a project if there are invoices outstanding with the Client.

6. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on White Rabbit Creative's web space, White Rabbit Creative will, at its discretion, remove all such material from its web space. White Rabbit Creative is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay White Rabbit Creative reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by White Rabbit Creative in enforcing these Terms and Conditions.

7. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

8. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants White Rabbit Creative the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting White Rabbit Creative permission and rights for use of the same and agrees to indemnify and hold harmless White Rabbit Creative from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Acceptance of a Project shall be regarded as a guarantee by the Client to White Rabbit Creative that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

White Rabbit Creative own all design and code of the Project until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the Project, unless Open Source Software is used. Images will have been purchased by White Rabbit Creative for the Client, unless the images have been supplied by the Client. Images purchased by White Rabbit Creative are licensed only for use on the client website and the Client accepts that ownership of that license or image is not theirs.



Where images used on the website have been purchased by White Rabbit Creative on behalf of the Client, these images are strictly for use on the website only. White Rabbit Creative are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.

9. Standard Media Delivery

Unless otherwise specified in the project quotation, this agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .eps, ai, .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by White Rabbit Creative to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

10. Design Credit

A link to White Rabbit Creative will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied.

11. Access Requirements

If the Client's website is to be installed on a third-party server, White Rabbit Creative must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

12. Post-Placement Alterations

White Rabbit Creative cannot accept responsibility for any alterations or errors caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

13. Domain Names

White Rabbit Creative may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of White Rabbit Creative. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

14. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment is an acceptance of our terms and conditions.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one web site on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the White Rabbit Creative.

The Client agrees that White Rabbit Creative reserves the right to include any work done for the Client in a portfolio of work.

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by internet browser software. White Rabbit Creative agrees to try and match the design as closely as is possible when building the code.

If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, the Client agrees that White Rabbit Creative can apply a nearest available alternative solution. White Rabbit Creative reserves the right to assign subcontractors in whole or as part of a project if needed.



15. Governing Law

This Agreement shall be governed by English Law.

16. Liability

White Rabbit Creative hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of White Rabbit Creative to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

White Rabbit Creative cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by White Rabbit Creative.

Where asked to provide search engine optimisation for a Client, White Rabbit Creative do not guarantee any specific placement or high ranking on search engines.

16. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

17. Communication

Email will be the method of contact with regard to all communication. Although White Rabbit Creative can be contacted by telephone, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. White Rabbit Creative cannot be held liable in any way relating to communication issues if we are not supplied a valid email address. White Rabbit Creative will acknowledge all emails within 3 working days.

It is important for the Client to keep in contact with White Rabbit Creative throughout the entire Project. If a Client does not make contact for 1 week we will make up to 5 attempts to contact the client by email using the email address specified when the client went ahead. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.

18. Web Browsers and Compatibility

White Rabbit Creative shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. The Client agrees that White Rabbit Creative cannot guarantee correct functionality with all browser software across different operating systems.

The Client agrees that after handover of files, any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, White Rabbit Creative reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

Date effective: 1st January 2010